

# ***EXHIBIT 3***

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

TEXAS GUARANTEED STUDENT  
LOAN CORPORATION,  
Plaintiff,

V.

MERCER STREET BOOKS, INC.,  
Defendant.

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CIVIL ACTION NO.

06-CV-11495(WHP)(THK)  
(ECF Case)

AFFIDAVIT OF KAYE WORRELL

STATE OF TEXAS §  
COUNTY OF TRAVIS §

"My name is Kaye Worrell, and I am the AWG Team Leader for the Texas Guaranteed Student Loan Corporation ("TGS LC"). The following information is known personally to me in my capacity at TGS LC:

1. TGS LC guaranteed a student loan debt for Mr. Wayne Conti. Following Mr. Conti's default on his student loan debt, TGS LC paid under the terms of its guarantee and is now the owner and holder of his student loan debt. Mr. Conti's unpaid student loan debt is in the amount of \$9,625.02 and remains due and owing.
2. Pursuant to and in compliance with 20 U.S.C. § 1095a, on November 16, 2005, TGS LC issued an administrative wage withholding order to Mr. Conti's employer, Mercer Street Books, Inc. ("Mercer"), requiring it to withhold 10% of Mr. Conti's disposable pay and forward it to

TGSLC. Attached as Exhibit "A" is a true and correct copy of this withholding order.

3. Pursuant to and in compliance with 20 U.S.C. § 1095a, on September 7, 2006, TGSLC issued an amended administrative wage withholding order to Mr. Conti's employer, Mercer, requiring it to withhold 15% of Mr. Conti's disposable pay and forward it to TGSLC. Attached as Exhibit "B" is a true and correct copy of this withholding order.
4. Mr. Conti has submitted documentation showing that his disposable pay during this time period was \$1,204.00 per month. Attached as Exhibit "C" is a true and correct copy of this document.
5. Based upon Mr. Conti's disposable pay, between November 16, 2005 and the date of this affidavit, Mercer should have withheld and forwarded \$3,551.80 of Mr. Conti's disposable pay to TGSLC.
6. Between November 16, 2005 and today, Mercer has failed to withhold and forward any of Mr. Conti's disposable pay to TGSLC.

Further Affiant sayeth naught."

Kaye Worrell  
Kaye Worrell

Sworn to before me and subscribed in my presence this 6 day of December, 2007.

Stamp:



Sheila Wacker  
Notary Public in and for  
The State of Texas



P.O. Box 83100 Round Rock, Texas 78683-3100 | (800) 222-6297 | (512) 219-7337 | www.tgslc.org

IN RE  
STUDENT LOAN DEBT OF  
WAYNE T CONTI, DEBTOR

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\$  
\$

**EMPLOYER:**  
MERCER STREET BOOKS, INC.  
206 MERCER ST  
NEW YORK, NY 10012-1518

### ORDER OF WITHHOLDING FROM EARNINGS

Pursuant to authority granted the Texas Guaranteed Student Loan Corporation (TG) by federal law (Public Law 102-164; 20 U.S.C. §1095a et seq.), **YOU**, the employer of the debtor named below, **ARE HEREBY ORDERED AND DIRECTED** to withhold income from the debtor's disposable pay from this employment for payment of defaulted student loan(s), as follows:

Debtor: WAYNE T CONTI  
Address: 5 MORTON ST APT 4D  
NEW YORK, NY 10014-4053

SSN#: 156-46-5851  
Total Amount  
Currently Due: \$10,858.92

#### **Amount to Withhold:**

Employer **SHALL DEDUCT AND PAY TO TG** from the debtor's wages ten percent (10%) of the debtor's disposable pay for each pay period, or the amount permitted by 15 U.S.C. 1673, unless the debtor provides TG with written consent to deduct a greater amount. **This amount SHALL be deducted** until the amount set forth above as the "Total Amount Currently Due", plus all further accrued interest, is fully paid.

#### **Time for Withholding:**

Employer is **DIRECTED to begin withholding** from the debtor's disposable pay beginning with the **first pay period** that occurs after the issuance of this Withholding Order.

#### **Method of Payment:**

Employer is **DIRECTED TO PAY** all amounts withheld on each regular pay day, no less frequently than once each month, to:

TG  
P.O. Box 659601  
San Antonio, TX 78265-9601

All payments **MUST identify** the debtor and the debtor's social security number.

Section 488A of the Act provides that an employer who fails to comply with a garnishment order issued under this law will be liable for any amounts that are not so withheld following its receipt, in addition to costs of suit as a result of legal action authorized under the law.

**THIS ORDER OF WITHHOLDING IS ISSUED ON November 16, 2005.**

TG Collections  
Email: collections@tgslc.org





P.O. Box 83100 Round Rock, Texas 76683-3100 | (800) 222-6297 | (512) 219-7337 | www.tgsic.org

**IN RE**  
**STUDENT LOAN DEBT OF WAYNE T CONTI, DEBTOR**

**EMPLOYER:** MERCER STREET BOOKS, INC.  
206 MERCER ST  
NEW YORK, NY 10012-1518

**AMENDED ORDER OF WITHHOLDING FROM EARNINGS**

Pursuant to authority granted the Texas Guaranteed Student Loan Corporation (TG) by federal law (Section 488A of the Higher Education Act [Pub. L. 102-164, as amended by Pub. L. 109-171]; 20 U.S.C. § 1095a et seq.) and after issuance of TG's original Order of Withholding From Earnings, this Amended Order is issued to reflect the amendment of Section 488A effected by Public Law 109-171 and **YOU**, the employer of the debtor named below, **ARE HEREBY ORDERED AND DIRECTED** to withhold from the debtor's disposable pay for payment of defaulted student loan(s), as follows:

Debtor: WAYNE T CONTI  
Address: 5 MORTON ST APT 4D  
NEW YORK, NY 10014-4053

SSN: 156-46-5851  
Case Number: 000000000003615600  
Balance Currently Due: \$11,595.16

**Amount to Withhold:**

Employer **SHALL Deduct AND PAY TO TG** from the debtor's wages the lesser of Fifteen Percent (15%) from the debtor's disposable pay for each pay period (not to exceed 15% of the debtor's disposable pay) or the amount permitted by 15. U.S.C. 1673 unless the debtor provides TG with written consent to deduct a greater amount.

**This amount SHALL be deducted** until the amount set forth above as the "Balance Currently Due", plus all further accrued interest, is fully paid.

**Time for Withholding:**

Employer is **DIRECTED** to begin withholding from the debtor's disposable pay beginning with the first pay period that occurs after the issuance of this Withholding Order.

**Method of Payment:**

Employer is **DIRECTED TO PAY** all amounts withheld on each regular pay day, no less frequently than once each month, to:

**TG**  
**P.O. Box 659601**  
**San Antonio, Texas 78265-9601**

All payments **MUST** identify the debtor and the debtor's social security number or case number and must be clearly identified as wage withholding payments.

Section 488A of the Higher Education Act provides that an employer who fails to comply with a garnishment order issued under this law will be liable for any amounts that are not so withheld following its receipt, in addition to costs of suit as a result of legal action authorized under the law.

**THIS ORDER OF WITHHOLDING IS ISSUED ON** September 07, 2006  
**TG**



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**Compromise or Write Off  
Financial Disclosure Form**

Household Monthly Income*	Household Monthly Expenses***
Gross Pay 1,490	Housing 705
Additional Income	Utilities 45
Federal Taxes 105.02	Food 30.0
State Taxes 11	Transportation 100
Local Taxes 20	Dependent Care 0
FICA 92.38	Medical 0
Retirement**	Clothing 40
Medicare 21.62	Entertainment 50
Other (Explain)	Other 0
Other (Explain)	Other**** 0
Other (Explain)	
Total deductions 250.02	Total expenses 1,240

I attest to the validity of the information stated above. In addition, I authorize TC to obtain validation of the above information through all available means, including but not limited to credit reporting agencies, employers, lenders, etc.

- \* Must list total household income, borrower and spouse (if applicable).
- \*\* Include retirement only if a required deduction by employer.
- \*\*\* It should be noted that monthly household expenses for the above categories will be allowed up to a maximum as determined by the Consumer Price Index (i.e., a particular expense may be reduced when determining your ability to pay).
- \*\*\*\* Exceptional expenses (i.e., house repairs, car repairs, unexpected medical bills, etc.)

Failure to complete this form correctly and/or provide proper documentation may result in a delay or denial of your request.

Borrower Signature Wayne Conti Date 01/05/2007  
 Borrower Name WAYNE CONTI SSN 156-46-5851

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose.

KEW

Revised 7-3-01

